

**RFP26-15**

City of Concord, New Hampshire

Purchasing Division

**REQUEST FOR PROPOSALS**

**PERMITTING AND LICENSING  
SOFTWARE**

Prepared for, and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT**  
Building and Code Services Division  
**INFORMATION TECHNOLOGY DEPARTMENT**

Contract Documents  
Proposal Documents  
Specifications

Firm: \_\_\_\_\_

**PROPOSAL DUE DATE/TIME: April 28, 2015 NOT LATER THAN 2:00 PM**



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET, CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified firm or organization to provide, deliver, install, train staff on and implement a permitting and licensing software program for the Community Development Department located at 41 Green Street, Concord, NH 03301.

An overview and detailed specifications are provided later in this RFP.

Proposals must be received **not later than 2:00 PM on April 28, 2015** from interested firms, to be eligible for consideration by the City. Each proposal shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked:

### **“RFP26-15, Permitting and Licensing Software”**

Competitive solicitations for the City of Concord may be issued only by the Purchasing Manager, or his designee, to authorized firms and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 26-15 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing).

**All proposals received will be considered confidential and not available for public review until after a contractor has been selected.**

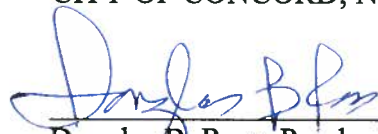
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

**Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.**

**All Requests for Proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:**

<b>Name</b>	<b>Advertising Medium</b>	<b>Address</b>	<b>Phone/Fax</b>	<b>Email and Web Address</b>
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord, NH 033301	603.230-3664 603.230.3656(fax)	<a href="mailto:drross@concordnh.gov">drross@concordnh.gov</a> <a href="http://www.concordnh.gov/purchasing">www.concordnh.gov/purchasing</a>
Associated General Contractors	Bid House	48 Grandview Drive, Bow, NH 03304	603.225.2701 603.226.3859(fax)	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://www.agcnh.org">www.agcnh.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester, NH 03104	603.627.8856 603.627.4524(fax)	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummry.com">www.constructionsummry.com</a>
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	<a href="mailto:bids@bidocean.com">bids@bidocean.com</a> <a href="http://www.bidocean.com">www.bidocean.com</a>
McGraw Hill Construction	Bid House	880 Second Street, Manchester, NH 03102	603.645.6554 603.645.6714(fax)	<a href="mailto:una_taylor@mcgraw-hill.com">una_taylor@mcgraw-hill.com</a> <a href="http://www.construction.com">www.construction.com</a>
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	<a href="mailto:plans@cdcnews.com">plans@cdcnews.com</a> <a href="http://www.cdcnews.com">www.cdcnews.com</a>

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 4/2/15

**PROPOSAL DUE DATE/TIME: April 28, 2015 NOT LATER THAN 2:00 PM**

## GENERAL TERMS AND CONDITIONS

### PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms unless specific directions in the advertisement, on the proposal form or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **ninety (90) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Manager (603-230-3656: Fax; [dross@concordnh.gov](mailto:dross@concordnh.gov)) no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery materials is allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

The name of manufacturer, trade name, or catalog number mentioned in this Request for Proposal is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such proposals, the Proposer shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with proposal specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance, shall be the responsibility of the vendor.

**Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.**

#### **SUBMISSION OF PROPOSALS:**

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

#### **WITHDRAWAL OF PROPOSALS:**

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

#### **PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:**

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

#### **RECEIPT AND OPENING OF PROPOSALS:**

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

### PROPOSAL RESULTS:

**All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.**

### **NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

### TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

### LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

### PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

### AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.

- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications and experience of the Proposer, the quality of the equipment/product/service to be provided, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the equipment/product/service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

#### CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

The City's Contract Award Protest Policy and Procedure can be viewed on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing).

#### MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

#### CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

#### CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

#### EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

#### APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

#### FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

#### DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

#### INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.



Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

#### WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

#### DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

#### TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the City shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

#### TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

#### SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this Request for Proposal agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including proposal debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the City. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

#### PATENT PROTECTION:

The successful proposer agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agree to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

#### OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful proposer shall belong exclusively to the City.

#### ASSIGNMENT PROVISION:

The successful proposer hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

#### DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

**INVOICING:**

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

**All invoices shall reference a valid City of Concord Purchase Order Number.**

**PAYMENT:**

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

**ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**

**TAX:**

The City is exempt from all sales and Federal excise taxes. Our tax exemption number will be provided to the successful vendor upon request. Please bill less these taxes.

**FUNDING OUT:**

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

#### ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

#### EXCLUSIVITY:

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

#### PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

#### AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and /or work performed under contract for the purposes of audit by the City of Concord.

#### INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

#### FUGITIVE DUST AND NOISE ORDINANCES

All work shall be conducted in conformance with the City's Code of Ordinances, Title I, General Code:

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

The City's Code of Ordinances can be viewed on-line at [www.concordnh.gov](http://www.concordnh.gov).

#### GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate

from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

**FORCE MAJEURE:**

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

**NOTIFICATION:**

Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.

**SEVERABILITY:**

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

**PROVISION REQUIRED BY LAW DEEM INSERTED**

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

**ENERGY STAR® COMPLIANCE**

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

**DISADVANTAGED BUSINESS ENTERPRISES**

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

## NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

### RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

## ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing).

## ACCESS TO PUBLIC MEETINGS

All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8570 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.

## DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

## GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

# **Scope of Work**

## **Project Overview**

The goal of this RFP is to provide the City of Concord with new permitting and licensing software to replace its existing software. This section provides an overview of the project and some of the expectations of City of Concord. This section is not intended to be all inclusive. Therefore, vendors should include in their responses any items they deem relevant and important to the project or the City of Concord.

## **Description**

The City seeks to acquire permit and licensing software to replace the existing permitting software in order to improve citizens access to permitting information, the storage of permitting data, the expanding of online services, as well as the workflow between divisions.

This RFP represents the best effort by the City to define its existing and future requirements for a comprehensive agenda automation management system. Statements, questions, and information contained within this document should not in any way be construed as binding on the City and are subject to final interpretation or modification by the City as seen fit.

## **Goals**

The City is seeking a software system that can meet the standards outlined in this document. With this in mind, the system shall (in no particular order) accomplish the following primary goals:

- To replace our existing permitting and licensing software.
- Provide the capability to use mobile field devices.
- Provide the capability to allow read-only access for citizens/users to access to our services from their computers or smart phones.
- Provide the capability for cloud computing support and data storage.
- Provide the capability to generate detailed inspection checklists
- Provide the capability for online payments.
- Provide intra-department and user security controls
- Provide the capability to generate custom reporting documents.
- Provide embedded integrated GIS based capabilities.
- Provide the capability to manage workflow between divisions and users.



- Provide the capability to store extraneous information such as word and excel documents, plans and pictures with each permit.
- Provide the capability to capture the data that is now stored in our current permit software and integrate it into the new software.

The proposed solution shall be of an expandable, modular design to readily incorporate additional enhancements in the future. It should be developed, tested, and maintained using a high-quality software development methodology for long-term reliability and technical efficiency.

### **Documentation**

The City of Concord expects the chosen vendor will provide, for each software component, a complete set of software documentation for users and administrators. The documentation can be printed, on CD-ROM, or downloadable from the vendor's Website. The City of Concord will be given permission to reproduce the documentation or parts of the documentation as needed. It is expected that the vendor shall maintain its copyrights to all materials.

### **License Structure**

The City of Concord expects the licensing structure to be enterprise-based so that it will also accommodate growth. The City also expects the licensing structure will include price breaks at reasonable intervals for number of licenses acquired. Other non-licensed based proposals will be accepted and evaluated.

### **Maintenance**

The chosen vendor must maintain the proposed system if implemented. Vendors must clearly outline how the software is maintained, including bug fixes, feature and technology upgrades, and assimilation of state-of-the-art technologies.

### **Support**

The City of Concord anticipates the chosen vendor will have the technical expertise, staffing, and protocols to effectively support the implementation of its product. Live support should be offered during regular business hours at a minimum. Other desirable support options include FAQs, known issues tracking, email support, and access to support managers and development staff if required.

## **Warranty**

The City of Concord expects all software to be covered by a reasonable warranty period of no less than 90 days. All software and hardware warranties should provide for the operability of the system.

## **Project Implementation**

This section provides a brief description of the expectations, timeline, and training consideration the City of Concord anticipates during project implementation. As before, this section is not intended to be exhaustive and the City is relying on vendors who submit proposals to incorporate the highest levels of service and expertise during the implementation phase(s) of this project.

## **Expectations**

The goals for this project were outlined above. Here the City will attempt to describe briefly its expectations while working with vendors during not only the proposal process, but also during implementation.

The following list represents the core expectations of the City of Concord:

- We expect vendors to represent their products and services in an accurate and complete way.
- We expect to provide a fair selection process that evaluates all opportunities presented to the City of Concord and that secures the best possible solution for our organization.
- The City of Concord seeks to work with an organization that fits with our culture and approach to establishing good customer service and productive business relationships.
- By implementing the selected Permitting and Licensing Software, the City of Concord fully expects to achieve its primary and secondary goals, and as a result when implemented be able to enhance the service we provide our customers.

## **Timeline**

The City of Concord hopes to initiate the project implementation by August 1<sup>st</sup>, 2015 and to complete the go-live implementation no later than November 30, 2015. This would include all implementation steps, integration development, system testing, training, and any other steps identified by the chosen vendor.

## **Training**

Training is considered an essential element of this project. One aspect of training the City will be considering is how quickly and easily the proposed system can be adopted by personnel. How difficult is the system to learn? Is it intuitive for users familiar with Microsoft-based systems? Does the vendor offer user groups and conferences as means of exposure to current and new technologies? We will be looking for answers to these questions and others within RFP responses, demonstrations, and discussions with vendor representatives.

## **Software Criteria:**

### **General –**

The proposed solution must be a single system developed and supported by a sole vendor offering all the elements necessary to meet the requirements outlined in this RFP.

The proposed solution must be entirely scalable to meet the expanding needs of the client over time.

The proposing vendor must have experience and references in the government market.

The proposing vendor must list references of similar scope and size to that of the City of Concord.

The proposed solution must be open architecture and fully allow for integration to the City's existing computing infrastructure.

The proposing vendor must have experience with integrating the proposed solution with 3rd party applications to maximize the usefulness of the proposed solution.

The proposing vendor must be able to provide a demonstration of the system upon request.

### **Hardware & Software –**

Vendor must have the ability to provide a test environment for testing new product features and versions.

The test environment must be provided at no charge.

What is the suggested server configuration your System will run on? (Please provide complete hardware specifications within your response.)

What type of web browser does your System support?

Do you support the use of either MS SQL Server 2008 (or later release)?

Can the system be deployed enterprise wide across multiple locations?

## **Hardware Requirements**

- Describe in detail all hardware required to implement the proposed software system. Support your suggestions.
- Provide diagram of the recommended hardware configuration.
- If your firm is acting as a hardware reseller, describe the details and duration of any manufacturer's warranties on proposed hardware.
- List minimum client workstation requirements.
- List minimum scan workstation requirements.

## **Training and Implementation**

List and describe the costs to train additional 'basic' or 'advanced' users in the future.

Describe the costs for documentation materials.

Describe all costs associated with implementing the solution including, consulting, installation, services, travel, and per diem.

Pricing for Optional Items

List and describe pricing for optional items associated with the system.

## INSTRUCTIONS FOR PROPOSERS

### 1. PROPOSAL PREPARATION

In order to facilitate evaluation of the Proposal Statements, the proposer is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as unresponsive proposals.

#### a. Company Background Material

Information concerning the background, experience, and reputation of the company which is felt to be pertinent. See the Proposal Sheet, Vendor Background Questionnaire, beginning on page 31.

#### b. Ability to Perform

Provide a statement of understanding of the City's request for an automated agenda management system.

#### c. Local Knowledge

The proposer should demonstrate their familiarity with the City of Concord.

#### d. Experience

Provide a list of municipal automated agenda management system installations which are considered identical or similar in scope of services discussed herein.

The list should include:

- Project title;
- Contract duration including the completion dates of key tasks;
- Summary of services performed;
- Contract amount; and
- Contact information which may be used for verification of all submitted information.

In addition, list any projects that you are currently committed to and provide their timelines.

**A minimum of three references from projects of similar size and scope of services are required.**

#### e. Project Approach

Describe the methods that will be used to provide, deliver, train and install an automated agenda management system. Identify previous projects of similar scope for which the same approach has been successfully used. Include answers to the following questions:

What is the suggested server configuration your System will run on? (Please provide complete hardware specifications within your response.)

What type of web browser does your System support?

Do you support the use of either MS SQL Server 2008 (or later release)?

Can the system be deployed enterprise wide across multiple locations?

f. Work Plan and Project Schedule

The Consultant shall submit a detailed project work plan broken down by tasks, including the number of hours budgeted for each task and a project schedule.

g. Professional Staff And Project Management Capabilities

Individuals who will be assigned to work with the City will be identified, and a copy of each of their resumes will be provided. A Project Manager shall be identified who will serve as the City's principal contact person and liaison with the company for the duration of the project.

Resumes will be included of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.

h. Compensation

Complete and submit the Proposal Sheet detailed in this RFP (Pages 25-35).

i. Signature

The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period. The proposal shall also contain the name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

2. PROPOSAL SUBMISSION

In order to be considered responsive, proposals must be submitted in **one (1) original with three (3) identical copies** to Mr. Douglas Ross, Purchasing Manager, Finance Department, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301. The CITY must receive proposals **no later than 2:00 PM on April 28, 2015** to be eligible for consideration. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

**RFP 26-15**  
**PERMITTING AND LICENSING SOFTWARE**

**3. EVALUATION GUIDELINES**

The RFP requests proposers to submit a well-defined package outlining historical information related to capabilities, experience, and past performance pertinent to the City of Concord's legislative management system project. The goal of the evaluation of the RFP is to select a firm based on the criteria detailed below. Consultants may be required to provide clarifying information needed to properly evaluate qualifications.

The Selection Committee shall take into consideration the following criteria as they apply to the project (see also Proposal Evaluation Form):

- a. Meets stated requirements-submission of all required documents/information
- b. Understanding of project purpose and ability to perform
- c. Total Project Cost
- d. Relevant experience, qualifications, satisfactory past performance & local knowledge
- e. Strength and experience of professional staff and project management team
- f. Current workload, timely completion of past projects and ability to meet the City's schedule
- g. Project approach
- h. Work plan and schedule.

## **PROPOSAL SUBMISSION CHECKLIST**

In order to be considered responsive, each firm responding to this Request for Proposals must submit the following documents, in **one (1) original and three (3) identical copies**:

1. Proposal Statement (see Instructions for Proposers, Paragraph 1 a. – i., Pages 21 & 22).
2. Proposal Sheet and Signature Page (Pages 25-35)
3. Specifications Exception Form (Page 36).
4. Alternate W-9 Form (Page 37).
5. City of Concord Indemnification Agreement (Page 38).

**The successful contractor must submit, prior to contract signing, his/her firm's insurance certificate, naming the City of Concord as an Additional Insured with respect to general and automobile liability, that meets the minimum required types and levels of coverage (See Page 39).**



## PROPOSAL SHEET

This section contains various forms that should be prepared and submitted along with the Vendor's proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

1. Vendor Background Questionnaire
2. Pricing Forms

If you have partnered with another provider or sub-contractor, please complete the questionnaire relative to each separate technology component or Vendor.

### 1. Vendor Background Questionnaire

Vendor Name:	
Vendor Is Prime Contractor?: (Yes / No)	

- a. What awards has your company or proposed solution obtained that are relevant to this project?

Awards

- b. What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering?

Independent Validation

- c. Do you currently have any outstanding significant ( $\geq$  \$250,000) litigation with:

Litigation Classification	Yes	No
Existing or prospective customers?		
Other businesses		
Any U. S. government (federal, state, local)?		

If yes, please provide any relevant information, which is available for legal disclosure:

Litigation Information

- d. How many fully operational installations of the automated agenda management system proposed to the City, has the Vendor completed:

Name of Product	NH/NE	Nationally

Please note, Vendor should provide installations information for the product(s) proposed to the City, not for all product / corporate divisions of the Vendor organization.

e. Please state the year the Vendor started in the business of selling the automated agenda management system proposed to the City?

<b>Year Started Selling Automated Agenda Management System</b>

f. Where is the Implementation Vendor's closest support facility and sales office?

<b>Support Facility Location</b>

<b>Sales Office Location</b>

g. Where is the Implementation Vendor's company headquarters?

<b>Company Headquarters Location</b>

h. Please list the Vendor's sales in the previous three years:

Year	Sales
2014	
2013	
2012	

i. How many total employees does the Vendor have in each of the following categories:

Area	Number
Sales/Marketing	
Management/Administration	
Implementation Staff	
Help Desk Staff	
Development Staff	
Other	
Total:	

j. How long has the current version of the Vendor software been in production?

Duration

k. Does the Vendor have a User Group?

Yes	No

If, yes, please provide a description as to the role of the User Group in the future direction of the product:

User Group Authority to Effect Future Product Direction

l. Will the Vendor provide all periodic enhancements to the software at no additional charge, beyond the annual support agreement?

Yes	No

m. Does the Implementation vendor have a toll-free support line?

Yes	No

n. What is the Vendor's average response time (hours) for a telephone response to a service call?

Average Response Time

- o. What is the Vendor's guaranteed maximum response time (hours)?

Maximum Guaranteed Response Time

- p. What consideration will the Vendor provide to the City if the guaranteed maximum response time is exceeded?

Consideration to the City

- q. What is the Vendor's average time to resolve and close registered incidents?

Average Incident Resolution Time

- r. How often does the Vendor normally release product upgrades or enhancements?

Upgrade / Enhancement Frequency

- s. Within your implementation professional services department / division (e.g., project manager, consultants, trainers, etc.) what is the average tenure of those employees with the company?

Average Tenure

- t. Within your implementation professional services department / division (e.g., project manager, consultants, trainers, etc.) what are approaches are used for training your implementation staff and what levels of training are required?

Consultant Training Approaches

- u. What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill-set? Please include specific rate information regarding services offered for process redesign support services, if offered.

Rates for Additional Implementation Assistance	
Hourly Rate	Skill Set
\$ / hr	
\$ / hr	
\$ / hr	

## **1. Pricing Forms**

Please complete the following pricing forms for the proposed software and services. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If additional lines are required to represent your pricing on the spreadsheet, please insert additional lines but do not change the overall format of the pricing form structure.

### **i. Proposed Software Pricing**

Please enter in the pricing in the “Application Software Pricing” section and the “Other Software Pricing” section. This should include pricing for the legislative management systems and other software required to support the proposed solution. Please insert rows into the spreadsheet if additional lines are needed.

### **ii. Implementation Services Pricing**

Please enter the pricing of the proposed services in the “Implementation Services Pricing” sections. This should include pricing for services required to deliver, install, and provide basic training and implementation of the automated agenda management system. If additional lines are needed in any of the sections, please insert additional rows to provide all of the detail.

### **iii. Cost Summary**

Please refer to the “Cost Summary” section. Enter the totals from the Proposed Software Pricing, Other Software Pricing and Implementation Services Forms and then enter the travel and lodging estimates as well as any discounts on this form.

# Proposed Software Pricing

VENDOR NAME

Application Software	License Price	+	Required Modifications	=	Total Up - Front License Price	Annual On Going Software Support Cost
Application Software Module / Component:						
Item 1		+		=		
Item 2		+		=		
Item 3		+		=		
Etc.		+		=		
Etc.		+		=		
		+		=		
		+		=		
		+		=		
		+		=		
		+		=		
		+		=		
		+		=		
		+		=		
		+		=		
		+		=		

[illegible]

# Other Software Pricing

VENDOR NAME

Other Software	Required Qty.	X	Unit Price	=	Extended Up-Front Purchase or License Price	Annual On-Going Support
Source Code Escrow		x		=		
Item 2		x		=		
Item 3		x		=		
Etc.		x		=		
		x		=		
		x		=		
		x		=		
		x		=		
		x		=		
		x		=		
		x		=		
		x		=		
		x		=		
		x		=		
Subtotal - Other Software:						



# Implementation Services

## VENDOR NAME

Implementation Services	Estimated Hours	X	Hourly Rate	=	Extended Cost
Service:					
General Implementation Services		X		=	
Project Management		X		=	
Software Installation and Hardware Installation Coordination		X		=	
Testing		X		=	
System Documentation		X		=	
System Disaster Recovery Plan		X		=	
System Operations Knowledge Transfer		X		=	
Other		X		=	
Other		X		=	
Other		X		=	
Other		X		=	
Other		X		=	
Other		X		=	
Other		X		=	
Other		X		=	
Other		X		=	
Subtotal – Other Implementation Services:	0.00				

Cost Summary

VENDOR NAME		
Current & Expanded Modules	One Time Cost	On-Going (Annual) Cost
Subtotal - Proposed Software*		
Subtotal - Other Software*		
Subtotal - Other Implementation Services		
Travel and Lodging		
(enter as negative number) Less: Discount		
GRAND TOTAL FOR ALL SOFTWARE & SERVICES:		
*Provide One Time Costs as well as annual costs		

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT SHE/HE IS AN AUTHORIZED AGENT OF THE VENDOR  
SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING  
ADDENDA \_\_\_\_\_
3. THE FIRM/OWNER/OFFICERS SUBMITTING THIS PROPOSAL HAVE  
NOT DEFAULTED ON ANY MUNICIPAL, STATE OR FEDERAL  
CONTRACTS WITHIN THE PAST FIVE (5) YEARS

COMPANY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED OR TYPED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_ PAGER: \_\_\_\_\_

PRIMARY POINT OF CONTACT: \_\_\_\_\_

PAYMENT TERMS AND CONDITIONS: \_\_\_\_\_

PROMPT PAY DISCOUNT TERMS AND CONDITIONS: \_\_\_\_\_

LENGTH OF WARRANTY PERIOD: \_\_\_\_\_

WARRANTY COVERAGE, i.e. Parts, Labor, Travel: \_\_\_\_\_

PLEASE FILL OUT, SIGN AND RETURN IN HARD COPY TO:

The City of Concord  
Douglas B. Ross, Purchasing Manager  
Combined Operations & Maintenance Facility  
311 North State Street  
Concord, NH 03301  
603-230-3664  
603-230-3656 (Fax)  
[dross@concordnh.gov](mailto:dross@concordnh.gov)

**Due Date/Time: April 28, 2015, No Later Than 2:00 PM**

## CITY OF CONCORD, NEW HAMPSHIRE SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** state so in the space provided below:

---

---

---

---

Proposals on equipment, vehicles, supplies, service, and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: \_\_\_\_\_  
**I DO** meet specifications

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Alternate Form  
**W-9** (rev 01/2011)

**Request for Taxpayer Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name/disregard entity name, if different from above	
<p>&gt; Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited Liability Company – Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership) _____</p> <p><input type="checkbox"/> Other (see instructions)</p>	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number –	Employer identification number –
--------------------------	----------------------------------

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	<b>Signature of U.S. Person</b>	<b>Date:</b>
------------------	---------------------------------	--------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. **Note.** If a requester give you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE**

**RFP 26-15, PERMIT AND LICENSING SOFTWARE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**COMPANY**\_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER**\_\_\_\_\_

**AUTHORIZED SIGNATURE**\_\_\_\_\_

**DATE**\_\_\_\_\_

**ADDRESS**\_\_\_\_\_

**TELEPHONE**\_\_\_\_\_

**TOLL-FREE NUMBER**\_\_\_\_\_

**FAX NUMBER**\_\_\_\_\_

**E-MAIL ADDRESS**\_\_\_\_\_

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**CITY OF CONCORD, NEW HAMPSHIRE  
RFP 26-15, PERMITTING AND LICENSING SOFTWARE**

**Insurance Requirements for All Contractors**

**Additional Coverage is Required if Checked** **Minimum Limits Required**

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- ☐ Occurrence  
☐ Claims Made

**Additional Coverage to Include**

- |   |    |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse       |    |

**Commercial Automobile Liability**

Combined Single Limit	\$1,000,000
<input type="checkbox"/> Any Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	

**Additional Coverage to include:**

- |   |    |
|---|----|
| <input type="checkbox"/> Garage Liability               | NA |
| <input type="checkbox"/> Garage Keepers Legal Liability | NA |

**Workers Compensation**

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

**Commercial Umbrella**

May be substituted for higher limits required above	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

**Other**

- |  |             |
|--|-------------|
| <input checked="" type="checkbox"/> 1. Professional/Errors & Omissions | \$1,000,000 |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form            | NA          |
| All Risk completed value form including Collapse                       |             |
| Sublimit for Soft Cost Coverage  |             |
| <input type="checkbox"/> 3. Installation Floater (Equipment)           | NA          |
| <input type="checkbox"/> 4. Riggers Liability                          | NA          |
| <input type="checkbox"/> 5. Environmental – Pollution Liability        | NA          |
| <input type="checkbox"/> 6. Aviation Liability                         | NA          |
| <input type="checkbox"/> 7. Watercraft – Protection & Indemnity        | NA          |

- (X) **The City of Concord must be named as Additional Insured with respect to general and automobile liability.**

## NOTICE OF AWARD

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP 26-15

PROJECT: Permitting and Licensing Software

CITY CONTRACT NO.: RFP 26-15

CONTRACT FOR: Permitting and Licensing Software

You are notified that your Proposal opened on April 28, 2015 for the above Contract has been considered and accepted for you to provide, deliver, install, train staff on and implement permitting and licensing software. All terms, conditions, specifications, and prices shall be in accordance with the **CITY'S Request for Proposals (RFP 26-15, Permitting and Licensing Software and all addenda)** and the **VENDOR'S** proposal received on \_\_\_\_\_.

The **CITY** shall pay to the **VENDOR**, the not-to-exceed sum of:

\_\_\_\_\_ Dollars (\$) ).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by \_\_\_\_\_. You must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement; and
2. Your insurance certificate(s), naming the **CITY** as an additional insured with respect to general and automobile liability, meeting the minimum required types and levels of coverage.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.



Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed and a purchase order.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY:** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to CDD, BUILDING AND CODE SERVICES DIVISION

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between The City of Concord, New Hampshire, hereinafter called the "**CITY**" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) or (a limited liability company) hereinafter called the "**VENDOR**".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **VENDOR** will commence and provide, deliver, install, train staff on and implement permitting and licensing software for the **CITY** as detailed by RFP 26-15 and all addenda and the **VENDOR'S** proposal response opened on April 28, 2015.
2. The **VENDOR** will furnish all of the material, supplies, tools, equipment, labor, and other services necessary to provide, deliver, install, train staff on and implement permitting and licensing software.
3. The **VENDOR** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days of the date of the **CITY'S** Notice to Proceed. Completion time for this Agreement shall be no later than November 30, 2015.
4. The **VENDOR** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **VENDOR**. This fixed fee shall be:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

- (A) REQUEST FOR PROPOSALS RFP 26-15, DATED \_\_\_\_\_
- (B) RFP 26-15 PROPOSAL RESPONSE, DATED \_\_\_\_\_
- (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
  1. SPECIFICATIONS EXCEPTION FORM
  2. ALTERNATE FORM W-9
  3. INDEMNIFICATION AGREEMENT
  4. INSURANCE CERTIFICATE
- (D) LETTER OF AWARD
- (E) NOTICE OF AWARD
- (F) AGREEMENT
- (G) NOTICE TO PROCEED
- (H) CITY PURCHASE ORDER
- (I) ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

The contract between the **CITY** and the **VENDOR** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **VENDOR'S** proposal. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP

documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **VENDOR** and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **VENDOR'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

6. The **CITY** will pay the **VENDOR**, in the manner and at such times as set forth in the General Terms and Conditions, such amounts as required by the **CONTRACT DOCUMENTS**.

Retention from progress payments will be in accordance with the General Terms and Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS HEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

**CITY:**

\_\_\_\_\_

BY \_\_\_\_\_

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**VENDOR:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

\_\_\_\_\_

## NOTICE TO PROCEED

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP 26-15

PROJECT: Permitting and Licensing Software

CITY CONTRACT NO.: RFP 26-15

CONTRACT FOR: Permitting and Licensing Software

---

(Name of Vendor)

You are notified that the Contract Time under the above contract will commence to run within ten (10) calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than November 30, 2015.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured with respect to general and automobile liability, which you are required to purchase and maintain in accordance with the Contract Documents; and

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY**

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to: CITY CLERK AND INFORMATION TECHNOLOGY

**PERMITTING AND LICENSING SOFTWARE  
PROPOSAL EVALUATION FORM**

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT: RFP 26-15

DEPARTMENT/DIVISION: COMMUNITY DEVELOPMENT/CORD ADMINISTRATION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Meets Stated Requirements-Submitted all Required Documents/Information	5		
Understanding of Project Purpose & Ability to Perform	10		
Total Project Cost	15		
<u>Firm/Organization/Project Team:</u>			
Relevant Experience, Qualifications, Satisfactory Past Performance & Local Knowledge	15		
Strength and Experience of Professional Staff and Project Management Team	15		
Current Workload, Timely Completion of Past Projects and Ability to Meet the City's Schedule	10		
<u>Project Approach/Ingenuity:</u>			
Project Approach	15		
Work Plan and Schedule	15		
Total:			

**Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10**

**Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.**

City of Concord,  
New Hampshire



## Finance Department

### PURCHASING DIVISION

Combined Operations & Maintenance Facility

311 North State Street

Concord, NH 03301

(603)225-8530 FAX(603)230-3656

[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)

Reference: RFP 26-15

**If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.**

\* \* \* \* \* No Proposal Questionnaire \* \* \* \* \*

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP 26-15, Permitting and Licensing Software) for the following reasons:

- \_\_\_\_\_ Item/Service not supplied by our company.
- \_\_\_\_\_ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):
- \_\_\_\_\_ Profit margin on municipal proposals too low.
- \_\_\_\_\_ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) \_\_\_\_\_
- \_\_\_\_\_ Insufficient time allowed to prepare and respond to proposal request.
- \_\_\_\_\_ Proposal requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.
- \_\_\_\_\_ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- \_\_\_\_\_ Other reason(s), please specify: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

.....  
Company Name and Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)